



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on April 25, 2016, (the "Application").

The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"): A monetary order for the return of a security deposit, and a monetary order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement.

The Tenant attended the hearing and was assisted by her advocate, R. M.. The Landlord was present at the hearing. All parties giving evidence provided their solemn affirmation.

The parties were also provided the opportunity to present evidence orally and in documentary form prior to the hearing, and to make submissions to me.

No issues were raised by either party with respect to the evidence submitted.

### Settlement Agreement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

During the hearing, the parties mutually agreed to settle the Tenant's claim as follows:

1. The Landlord agrees to pay the amount of \$244.89 to the Tenant in full satisfaction of the Tenant's claim for the return of the security deposit.
2. The Landlord agrees to pay the Tenant the amount of \$244.89 within 7 days of the date of this decision.
3. The Tenant agrees to withdraw her claim for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation, or tenancy agreement with respect to the 2 Month Notice To End Tenancy For Landlord Use of Property dated Oct 31, 2016, without leave to reapply.

This settlement agreement was reached in accordance with section 63 of the *Act*.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 04, 2016

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Residential Tenancy Branch